

IN THE INTERNATIONAL BUREAU OF WIPO

Applicants: EMORY UNIVERSITY and DAVID A. SHAFER

International
Application No.: PCT/US99/16242

International
Filing Date: 16 July 1999 (16.07.99)

For: METHODS FOR DETECTING AND MAPPING GENES,
MUTATIONS AND VARIANT POLYNUCLEOTIDE
SEQUENCES

International Bureau of WIPO
34, chemin des Colombettes
1211 Geneva 20
SWITZERLAND

Letter Accompanying Amendment Under Article 19

Dear Sir:

Applicants enclose replacement pages 75, 76, 80, 83 - 91. Applicants have corrected minor typographical errors in claims 5, 7, 18, 32, 36, 38, 39, 40, 43, 48, 55, 57. The additional claims remain unchanged.

Respectfully submitted,



Bruce D. Gray
Reg. No. 35,799

Date: 16 December 1999
KILPATRICK STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500



EMORY
UNIVERSITY

Office of Technology Transfer

09/744097
JC02 Rec'd PCT/PTO 16 JAN 2001

March 28, 2000

Dr. David A. Shafer, Ph.D.
Associate Professor
Department of Psychiatry
Emory University School of Medicine
Atlanta, GA 30322

RE: Title of Intellectual Property: **"Methods for Detecting and Mapping Genes, Mutations and Variant Polynucleotide Sequences"**
International Patent Application Number: PCT/US99/16242
Invention Disclosure Number: 97013
Title of Intellectual Property: **"Methods to Quantify and Amplify Signaling with DNA Chips, Expression Microarrays and other Polynucleotide Detection Formats"**
Invention Disclosure Number: 99049

Dear Dr. Shafer:

This letter is to release and to assign Emory's rights and interest in and to the above identified Intellectual Property (hereinafter "IP") to you subject to the following terms:

1. This release is effective only upon the receipt and acknowledgement by the Office of Technology Transfer of this letter executed by you. The effective date of this agreement is the Acknowledgement Date by the Office of Technology Transfer given below.
2. That the IP released and assigned will be limited solely to non-obvious and novel inventions fully disclosed and enabled in the above identified Invention Disclosures or patent applications relating to the Intellectual Property identified by title above and to which you have sole inventorship claim and rights.
3. You warrant to Emory that you are the sole inventor of the subject matter disclosed and claimed in the above identified Invention Disclosures or patent application.

Emory University
2009 Ridgewood Drive
Atlanta, Georgia 30322

An equal opportunity, affirmative action university

Tel 404.727.2211
Fax 404.727.1271

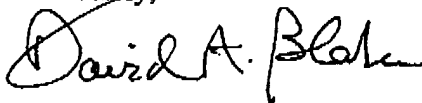
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4. You will pay Emory **fifty percent (50%)** of any gross revenues that you receive from the commercialization of the IP until the amount of **fifty seven thousand six hundred twenty nine U.S dollars (\$57,629.00)**, which is the amount paid by Emory in fees and expenses in seeking patent protection on the IP, has been paid in full. You will also pay interest on the outstanding balance of said amount at a rate of **seven and one half percent (7 ½ %)** per annum until said amount plus accrued interest has been paid in full. Accrual of interest shall begin on the effective date of this release and assignment.
5. You will furnish or cause to be furnished to Emory written reports of the gross revenues referred to in item 3 until such time that the amount of ~~fifty-seven~~ **thousand six hundred twenty nine U.S. dollars (\$57,629.00)** plus any interest accrued thereon are paid in full. Reports shall be made annually to Emory and are due on the anniversary date of signing. You shall permit, at Emory's request and notice, such reports to be verified by an independent accountant to be selected and paid for by Emory. You shall give such accountant all information as may be reasonably necessary or proper to enable the amount of payments made or due to be verified.
6. If your employment status with Emory remains unchanged and if improvements to the IP result from work performed as part of your employment with Emory or with the use of Emory facilities, equipment, materials, or funds then rights to said improvements shall be governed by Emory's policies and procedures on intellectual property.
7. You agree to assume all liability for damages that may arise from your practicing or commercializing the above identified Intellectual Property. Emory shall not be ~~liable to you for any loss, claim, or demand by you or made against you by any other party, due to or arising from practicing or commercializing the technology.~~ You shall indemnify, defend and hold harmless, Emory, its trustees, agents, students, and other employees from any claim asserted against them arising from your practicing and commercializing the technology.
8. Any future sponsored research in connection with the above identified technology, if conducted through or at Emory, shall be governed by Emory's policies and procedures for faculty members involved in sponsored research and technology.

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9. This release and assignment of rights and interest shall be governed by and interpreted in accordance with the laws of the State of Georgia.

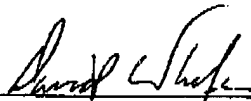
Sincerely,



David A. Blake, Ph.D.
Vice President for Academic Health Affairs

I accept and agree to all terms in this release and assignment letter.

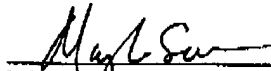
Signature: _____



David A. Shafer, Ph.D.

Date: March 28, 2000

Received and Acknowledged by the Office of Technology Transfer



Mary L. Severson, Ph.D., J.D.
Assistant Vice President and Director,
Office of Technology Transfer

Acknowledgement Date: March 30, 2000